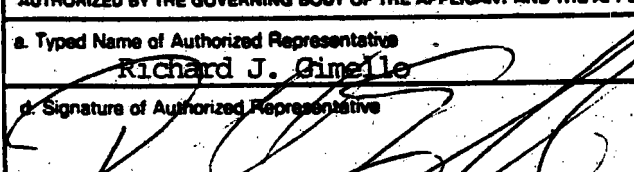
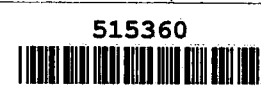


APPLICATION FOR FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION: Application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		2. DATE SUBMITTED		Applicant Identifier	
		3. DATE RECEIVED BY STATE		State Application Identifier	
		4. DATE RECEIVED BY FEDERAL AGENCY		Federal Identifier	
5. APPLICANT INFORMATION					
Legal Name: State of New Jersey			Organizational Unit: DEP/Div. of Publicly Funded Site Remediation		
Address (give city, county, state, and zip code): CN 413 401 East State Street Trenton, New Jersey 08625-0413			Name and telephone number of the person to be contacted on matters involving this application (give area code): Edward Putnam Assistant Director, RP&DE (609) 984-2990		
6. EMPLOYER IDENTIFICATION NUMBER (EIN): <div style="border: 1px solid black; padding: 2px; display: inline-block;"> 2 1 — 6 0 0 0 9 2 8 </div>			7. TYPE OF APPLICANT: (enter appropriate letter in box) A		
8. TYPE OF APPLICATION: <input type="checkbox"/> New <input type="checkbox"/> Continuation <input checked="" type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es): <input type="checkbox"/> <input type="checkbox"/> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other (specify): Rebudget SOW			A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School Dist. I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify): _____		
			9. NAME OF FEDERAL AGENCY: U.S. Environmental Protection Agency, Region II		
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: <div style="border: 1px solid black; padding: 2px; display: inline-block;"> 6 6 — 8 0 2 </div> TITLE: Superfund ("CERCLA")			11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Combe Fill South Landfill		
12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.): Chester & Washington Townships Morris County					
13. PROPOSED PROJECT:		14. CONGRESSIONAL DISTRICTS OF:			
Start Date	Ending Date	a. Applicant		b. Project	
12/27/83	03/31/98	4th		11th & 12th	
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?			
a. Federal	\$ 0 .00	a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:			
b. Applicant	\$.00	DATE 30 August 1991			
c. State	\$ 0 .00	b. NO. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372			
d. Local	\$.00	<input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW			
e. Other	\$.00				
f. Program Income	\$.00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?			
g. TOTAL	\$ 0 .00	<input type="checkbox"/> Yes If "Yes," attach an explanation. <input checked="" type="checkbox"/> No			
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED					
a. Typed Name of Authorized Representative		b. Title		c. Telephone Number	
Richard J. Gimelle		Assistant Commissioner		(609) 292-1250	
d. Signature of Authorized Representative		515360		e. Date Signed	
				October 25, 1996	

BUDGET INFORMATION — Non-Construction Programs

OMB Approval No. 0348-0044
Combe Fill South Landfill
V002555-84

SECTION A — BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
RI/FS	66.802	\$	\$	\$ 1,374,581.00	\$ 0	\$ 1,374,581.00
Remedial Design	66.802			4,005,174.00	0	4,005,174.00
Remedial Action	66.802			46,537,079.00	5,170,787.00	51,707,866.00
TOTALS		\$	\$	\$ 51,916,834.00	\$ 5,170,787.00	\$ 57,087,621.00

SECTION B — BUDGET CATEGORIES

Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel		SEE ASSISTANCE FUNDING ORDER			
d. Equipment					
e. Supplies					
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a - 6h)					
j. Indirect Charges					
k. TOTALS (sum of 6i and 6j)	\$	\$	\$	\$	\$
7. Program Income	\$	\$	\$	\$	\$

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Standard Form 424A (4-88)
Prescribed by OMB Circular A-102

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
RI/FS	\$	\$ 0	\$	\$ 0
Remedial Design		0		0
Remedial Action		0		0
2. TOTALS (sum of lines 8 and 11)	\$	\$	\$	\$

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
1. Federal	\$	\$	\$	\$	\$
2. NonFederal					
3. TOTAL (sum of lines 13 and 14)	\$	\$	\$	\$	\$

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (Years)			
	(b) First	(c) Second	(d) Third	(e) Fourth
	\$	\$	\$	\$
4. TOTALS (sum of lines 16-19)	\$	\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION

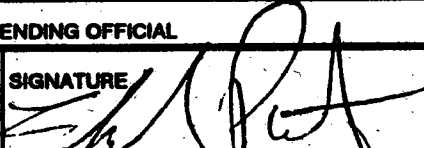
(Attach additional Sheets if Necessary)

1. Direct Charges:	22. Indirect Charges: Indirect 27.49 percent - fringe 21.5 percent
2. Remarks	

ASSISTANCE FUNDING ORDER	PROJECT TITLE	APPLICANT	PROJECT ID NO.	PROJECT/BUDGET PERIOD	STATE CREDIT REMAINING
PROJECT DESCRIPTION	COMBE FILL SOUTH	NJDEP/DPFSR	V 002555-84	12/27/83 to 3/31/88	
	Cooperative Agreement Amendment No. C		COMMENTS		
			REBUDGET RA		

BUDGET FOR COOPERATIVE AGREEMENTS AND AMENDED COOPERATIVE AGREEMENTS

COST CATEGORY	RI/FS			RD			RA			TOTAL		
	CURRENT	CHANGE	REVISED	CURRENT	CHANGE	REVISED	CURRENT	CHANGE	REVISED	CURRENT	CHANGE	REVISED
	BUDGET	(+/-)	BUDGET	BUDGET	(+/-)	BUDGET	BUDGET	(+/-)	BUDGET	BUDGET	(+/-)	BUDGET
PERSONNEL	195,388		195,388	655,493		655,493	886,548	315,669	1,202,215	1,737,425	315,669	2,053,095
FRINGE BENEFITS	48,840		48,840	179,430		179,430	231,465	66,784	298,229	459,735	66,784	526,496
TRAVEL	5,454		5,454	7,000		7,000	15,000		15,000	27,454	0	27,454
EQUIPMENT	0		0	6,000		6,000	2,500		2,500	8,500	0	8,500
SUPPLIES	1,019		1,019	7,250		7,250	2,500		2,500	10,769	0	10,769
CONTRACTUAL	1,039,382		1,039,382	2,850,395		2,850,395	5,440,000	2,000,000	7,440,000	9,329,777	2,000,000	11,329,777
CONSTRUCTION	0		0	0		0	44,775,014	(2,487,564)	42,287,450	44,775,014	(2,487,564)	42,287,450
OTHER	5,000		5,000	12,000		12,000	0		0	17,000	0	17,000
TOTAL DIRECT COSTS	1,295,081	0	1,295,081	3,717,568		3,717,568	51,353,025	(105,131)	51,247,894	56,365,674	(105,131)	56,260,544
INDIRECT COSTS (STATE - 30.43%)	79,500		79,500	287,606		287,606	354,841	105,131	459,972	721,947	105,131	827,078
TOTAL	1,374,581	0	1,374,581	4,005,174		4,005,174	51,707,866	(0)	51,707,866	57,087,621	(0)	57,087,621
FEDERAL SHARE	1,374,581	0	1,374,581	4,005,174		4,005,174	46,537,079	(\$0)	46,537,079	51,916,834	(0)	51,916,834
STATE SHARE							5,170,787	(\$0)	5,170,787	5,170,787	(0)	5,170,787

RECOMMENDING OFFICIAL			EPA PROJECT COORDINATOR		
NAME AND TITLE	SIGNATURE	DATE	NAME AND TITLE		
Edward Putnam Assistant Director, DPFSR		10/23/86			

NOTE: ALL VALUES ARE REPORTED TO THE NEAREST DOLLAR (+/- \$1.00 DUE TO NORMAL ROUNDING CONVENTION).

Rounds out to nearest dollar

COMBE FILL SOUTH PROJECTED ADMINISTRATION COST REMEDIAL ACTION

TITLE	AVERAGE ANNUAL SALARY	PERCENT DURATION INVOLVE (MONTHS)	TOTAL
DIRECTOR	\$80,000.00	10% 18	\$12,000
ASSISTANT DIRECTOR	\$73,899.31	10% 18	\$11,085
BUREAU CHIEF (SITE MGT)	\$67,031.37	0% 18	\$0
SECTION CHIEF (SITE MGT)	\$60,801.96	0% 18	\$0
SITE MANAGER	\$57,960.50	10% 18	\$8,694
BUREAU CHIEF (CONSTRUCT MGT)	\$67,031.37	0% 18	\$0
SECTION CHIEF (CONSTRUCT MGT)	\$60,801.96	10% 18	\$9,120
CONSTRUCT MANAGER	\$57,960.50	75% 18	\$65,206
CONSTRUCT MANAGER	\$57,960.50	0% 18	\$0
CONSTRUCT MANAGER	\$52,691.37	0% 18	\$0
SECTION CHIEF (BEERA)	\$60,801.96	0% 18	\$0
TECHNICAL COORDINATOR	\$44,131.34	5% 18	\$3,310
GEOLOGIST	\$40,522.23	10% 18	\$6,078
ACCOUNTANT	\$52,521.81	10% 18	\$7,878
SECRETARY	\$35,491.25	10% 18	\$5,324
BUREAU CHIEF (CONTRACTS)	\$67,031.37	10% 18	\$10,055
SECTION CHIEF (CONTRACTS)	\$60,801.96	10% 18	\$9,120
CONTRACT MANAGER	\$50,020.12	10% 18	\$7,503
DAG	\$73,899.31	50% 18	\$55,424
DAG	\$73,899.31	75% 18	\$83,137
TREASURY REPRESENTATIVE	\$57,960.50	25% 18	\$21,735
TOTAL DIRECT SALARY			\$315,669

FRINGE BENEFITS

DIRECT SALARY X 21.15%

\$66,764 ✓

INDIRECT CHARGES

SALARY AND FRINGE BENEFITS X 27.49%

\$105,131 ✓

GRAND TOTAL OF STATE ADMINISTRATIVE COST=

\$487,564 ✓

REBUDGET FROM CONSTRUCTION TO CONTRACTUAL

\$2,000,000

COOPERATIVE AGREEMENT

FOR

COMBE FILL SOUTH LANDFILL

APPLICATION FOR ASSISTANCE # V002555-84

FUNDING SUMMARY

DESCRIPTION

1. Remedial Action - Contractual. Transfer \$1,000,000 money from the Construction Cost Category into the Contractual. These additional funds for Resident Engineering Contractor and claim consultant for continued work under the Construction Service Agreement for the completion of the site work and claim review, settlement and defense.
2. Remedial Action - Transfer money from the \$1,000,000 Construction Cost Category into Contractual. These additional funds will be used obtain various services for claims settlement and defense. These services include: Imaging files (\$200k), court ordered mediator (\$100k), outside counsel (\$350K), expert testimony (\$100k) and other related costs and contingencies (\$250k).
\$ 487,564
3. Remedial Action - Administrative Cost. Transfer money from the Construction Cost Category into the personnel, fringe benefits, and indirect cost. These additional funds will be used for funding additional efforts by NJDEP and DAG staff for claims review, settlement and defense.

ASSURANCES — NON-CONSTRUCTION PROGRAMS

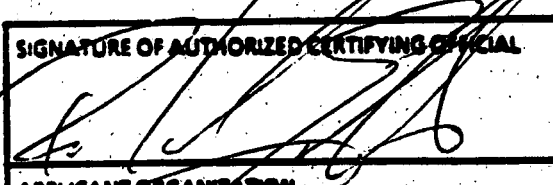
Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Assistant Commissioner, Site Remediation Program
APPLICANT ORGANIZATION N.J. Department of Environmental Protection	DATE SUBMITTED 11/20/96



Combe Fill South Landfill
V002555-84
EPA Project Control Number

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

RICHARD J. GIMELLO, Assistant Commissioner, Site Remediation Program

Signature of Authorized Representative

Date



I am unable to certify to the above statements. My explanation is attached.

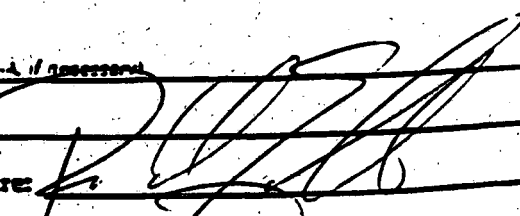
DISCLOSURE OF LOBBYING ACTIVITIES

Combe Fill South Landfill

V002555-84

Approved by C
0346-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entry (if individual, last name, first name, MI): <div style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</div>		
b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <div style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</div>		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind, specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: <div style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</div>		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
16. Information requested through this form is authorized by 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the law above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: RICHARD J. GIMELLO Title: Assistant Commissioner, Site Remediation Telephone No.: 609-292-1250 Date: 11/20/91	

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RICHARD J. GIMELLO

ASSISTANT COMMISSIONER, SITE REMEDIATION PROGRAM

NAME/TITLE OF AUTHORIZED REPRESENTATIVE


SIGNATURE OF AUTHORIZED REPRESENTATIVE

11/20/96
DATE

**APPLICATION FOR ASSISTANCE NO. V002555-84
COMBE FILL SOUTH LANDFILL
PROPOSED GENERAL PROVISIONS
AMENDMENT NO. C**

The Cooperative Agreement between the State of New Jersey ("State") and the United States Environmental Protection Agency ("EPA") for the Combe Fill South Landfill site, numbered V002555-84, as most recently amended by Amendment No. B, which rebudgeted funds, requested additional funds, and extended the completion date, was submitted on September 13, 1996. This Amendment, Number C, will rebudget funds and revise the Scope of Work (SOW) to include claims review, settlement and defense and hereby further amends the agreement by substituting the following General Provisions for the existing General Provisions:

A. Authority

This Cooperative Agreement is entered into pursuant to Section 104 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Section 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), P.L. 99-499. Attached hereto as Appendix C is a letter from the State Attorney General which certifies that the agency entering into this Cooperative Agreement on behalf of the State has legal authority to do so and to fulfill its terms. The parties agree that all provisions of CERCLA, as amended by SARA, apply to the work performed under this Cooperative Agreement, whether or not they are specifically stated in this Cooperative Agreement. This Cooperative Agreement implements a Record of Decision signed on September 29, 1986.

B. Purpose

This is an agreement between the EPA and the State to add funds for additional monitoring of potable wells to better evaluate the need for the waterline, increase the administrative funds to conduct Remedial Design and Remedial Action activities (Task IIA, IIB and Task III) at the Combe Fill South Landfill, Morris County, New Jersey, in Washington Township on Block 37, Lots 15, 16, 16-1 and 16-3, and in Chester Township on Block 17, Lot 7. This Cooperative Agreement also increases the agreement date.

Attached and incorporated herein as Appendix A is "Combe Fill South Landfill Project Information", which includes a description of the Site. This Cooperative Agreement covers Tasks I, IIA, IIB and III of the activities described in the Statement of Work ("SOW") attached and incorporated herein as Appendix B. This Cooperative Agreement may be amended pursuant to paragraph P to undertake remedial activities beyond Task(s) I, IIA, IIB and III of the SOW.

C. Parties' Representatives

1. EPA has designated Carole Petersen, Chief, New Jersey Remediation Branch, USEPA, 290 Broadway, New York, New York 10007-1866, (212) 637-3000 to serve as EPA Project Officer for this Cooperative Agreement.
2. The State has designated Edward Putnam, Assistant Director, Division of Publicly Funded Site Remediation, New Jersey Department of Environmental Protection, 401 East State Street, Trenton, New Jersey 08625-0413, (609) 984-2990 to serve as the State Project Officer for this Cooperative Agreement.

D. Procurement

1. The State shall procure the services of contractors to do the work described in the SOW, incorporated herein as Appendix B, and shall make all payments to the contractors for that work. The State shall observe the procurement standards of 40 C.F.R. Part 35, Subpart O.
2. The State shall require a bidder or offerer on any contract funded under this Cooperative Agreement to provide, with its bid or proposal: (1) information on its status and the status of parent companies, subsidiaries, affiliates and subcontractors as potentially responsible parties at the Site; (2) certification that, to the best of its knowledge and belief, it has disclosed such information or no such information exists; (3) a statement that it shall immediately disclose any such information discovered after submission of its bid or proposal, or after award. The State shall evaluate such information and shall exclude any bidder or offerer who is a potentially responsible party at the Site if the State determines the bidder's or offerer's conflict of interest is significant and cannot be avoided or otherwise resolved.

E. Financial Responsibilities of the Parties and Payments

1. EPA shall contribute one hundred percent (100%) of the cost of managing and performing the work specified in Tasks I and IIA by way of letter of credit pursuant to the EPA Automated Clearinghouse (EPA-ACH) Payment System.
2. EPA shall contribute ninety percent (90%) of the cost of managing and performing the work specified in Task IIB by way of letter of credit pursuant to the EPA Automated Clearinghouse (EPA-ACH) Payment System.
3. The costs of Task III, covering the management and administration of Tasks I, IIA and IIB are included with the respective Tasks to which they relate and are subject to the same apportionment of cost contributions as that Task.

E. Financial Responsibilities of the Parties and Payments, Continued:

- 4. The total cost for Tasks I, IIA, IIB and III work, including management, shall not exceed \$57,138,920 absent formal amendment of this Cooperative Agreement as provided in 40 C.F.R. 31.30.**
- 5. Except as this Cooperative Agreement otherwise expressly provides, all costs incurred in performing the work called for by this Cooperative Agreement shall be allocated to the Tasks to which they primarily relate and shall be borne by the parties as specified in the foregoing subparagraphs E1 through E3.**
- 6. The State shall submit quarterly progress reports to the EPA Project Officer. These reports shall cover expenditures to date, estimates of work completed with a description of the basis for the estimates, estimated variance (cost and time) expected at project completion, based on current project status; as well as an itemization of expenditures by cost category.**
- 7. The cost principles of Office of Management and Budget Circular A-87 are applicable to this Cooperative Agreement.**
- 8. The recipient shall submit to the EPA Grants Officer the negotiated Indirect Cost rate agreement for the period covered in this award document. The recipient shall not charge indirect costs to this award document until a rate is negotiated and a copy of the executed agreement is submitted to the EPA Grants Officer. Upon receipt of the executed agreement, the rate shall be incorporated into the award document.**
- 9. The maximum daily rate for individual consultant services shall not exceed the daily rate for a GS-18.**
- 10. In accordance with the Prompt Payment Act, 31 U.S.C. Section 3902(e), federal funds may not be used by the recipient for the purpose of interest penalties to contractors when bills are paid late, nor may interest penalties be used to satisfy cost-sharing requirements. Obligations to pay such interest penalties will not be obligations of the United States.**
- 11. Pursuant to 40 C.F.R. Part 35, Subpart O, the State shall adequately document the costs incurred in undertaking the activities described in this Cooperative Agreement.**
- 12. The parties' execution of this Cooperative Agreement is not intended to, nor does it constitute, any agreement or commitment by the parties, either express or implied, to provide any additional funds for any future activities relating to this Site beyond those described in the Statement of Work.**

F. State Responsibilities

In addition to procuring the services of contractors as set out in paragraph D.1, the State shall be responsible for providing the necessary personnel, materials, services, and facilities, and for otherwise doing all things necessary for or incidental to, the performance of its other obligations under this Cooperative Agreement, but EPA's share of the cost of such additional State work shall be included in the amounts forwarded to the State by EPA pursuant to the EPA Automated Clearinghouse (EPA-ACH) Payment System.

G. Duration

This Cooperative Agreement shall become effective upon execution by both parties and shall remain in effect until 31 March 1998.

H. Off-Site Storage, Destruction, Treatment or Disposition

The parties currently do not anticipate that off-site storage, destruction, treatment, or disposition of hazardous substances will be necessary to implement Tasks I, IIA, IIB and III. If such off-site storage, destruction, treatment or disposition is necessary, the State, pursuant to 42 U.S.C. Section 9601 et seq., as amended, shall make available a hazardous waste disposal facility that has adequate capacity for off-site storage, destruction, treatment or disposition.

I. Maintenance

Pursuant to 42 U.S.C. Section 9604 (c)(3), the State assures that it will provide all future Maintenance (for the purpose of this Contract, the term "Maintenance" shall mean operation, repairing, servicing, environmental monitoring, or any other activity necessary to insure normal performance and continuation in a good and serviceable condition) of all remedial actions taken by the State and its contractors pursuant to this Agreement. The State shall pay its share of the cost of such maintenance for the facilities constructed pursuant to this Cooperative Agreement from monies which may from time to time be available in the Capital appropriation Account (hereinafter the "Account") if payment of these cost has not been made from another source. If the Account money available for payment of those cost should be insufficient and the State has made no other arrangement for their payment, the NJDEP agrees to seek an appropriation of the funds necessary for the payment of those costs. The funding of work under this agreement shall be paid for as provided under paragraph E.1.

J. Site Health and Safety Plan

The State shall submit to the EPA Project Officer a written Site Health and Safety Plan(s). The Site Health and Safety Plan(s) prepared for activities performed pursuant to this Cooperative Agreement shall be consistent with the requirements of 42 U.S.C. Section 9604 et seq., as amended, EPA's Occupational Health and Safety Manual, and other applicable EPA safety guidance. In awarding contracts to any person engaged in response actions, the State shall require compliance with Federal health and safety standards by contractors and subcontractors as a condition of such contracts. The State's Site Health and Safety Plan will comply with Occupational Safety and Health Administration (OSHA) 29 C.F.R. 1910.120 entitled "Hazardous Waste Operations and Emergency Response", and an EPA-approved final plan shall be in place before field work begins.

K. Permits

The State agrees to secure any necessary local, State and Federal permits. Permit fees charged by the Federal government, local governments or authorities, or other State governments shall be eligible costs under this Cooperative Agreement.

L. EPA Site Access

1. With advance notice to the State Project Officer, and in compliance with the Site Health and Safety Plan developed in accordance with paragraph J, employees or other representatives of the EPA shall have access to the Site.
2. The State shall not be responsible for any harm to any person caused by the acts or omissions of any representative of the EPA during the course of any EPA activities at the Site.

M. Acquisition of Interest in Real Property

The State shall make all reasonable efforts consistent with State law to acquire any interests in real property which may be necessary for the performance of this Cooperative Agreement. Should the State be unable to acquire any such interests, EPA will attempt to do so, provided that the State furnishes all legal and technical assistance necessary to accomplish such acquisition by EPA. The State shall accept transfer of such acquired interest following completion of the remedial action. Neither party shall acquire interests in real property without the approval of the other party's Project Officer. All acquisitions shall be in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and EPA's implementing regulations, 40 C.F.R. Part 4, where applicable. Nothing in this Agreement shall impair or otherwise affect the right of the United States or the State to file any lien(s) on the real property which is the subject of this Agreement pursuant to the provisions of SARA or pursuant to any other statutory or equitable grounds.

N. Information Regarding the Site

1. At EPA's request, and to the extent allowed by State law, the State shall make available to EPA any information in its possession concerning the Site, with the exception of deliberative or policy documents that the State would not otherwise be required to disclose. At the State's request and to the extent allowed by Federal law, EPA shall make available to the State any information in its possession concerning the Site, with the exception of deliberative or policy documents that EPA would not otherwise be required to disclose.
2. If any information is provided to EPA by the State under a claim of confidentiality, it will be treated in accordance with 40 C.F.R. 2, if the State has given EPA notice of the claim of confidentiality. EPA will not disclose information submitted under a claim of confidentiality unless EPA is required to do so by Federal law and has given the State ten (10) working days advance notice of EPA's intent to release that information. Absent notice of such claim, EPA may make said information available to the public without further notice, subject only to the limitation in subparagraph 4 below.
3. If any information is provided to the State by EPA under a claim of confidentiality, it shall be treated in accordance with State law if EPA has given the State notice of the claim of confidentiality. The State shall not disclose information submitted under a claim of confidentiality unless the State is required to do so by State law and has given EPA ten (10) working days advance notice of the State's intent to release that information. Absent notice of such claim, the State may make said information available to the public without further notice, subject only to the limitation in subparagraph 4 below.
4. Unless otherwise required by applicable law, any information that may potentially affect present or planned enforcement actions or investigations shall not be released to the public unless approved by EPA's Region II Office of Regional Counsel and the State Attorney General.
5. In order to protect the attorney-client privilege, documents subject to that privilege need not be exchanged if such exchange might jeopardize that privilege. In such case, when EPA or the State does not intend to share such documents, it will inform the other party of such decision and its rationale.

O. Failure to Comply with Terms of Cooperative Agreement

1. If the State fails to comply with the terms of the Cooperative Agreement, EPA may proceed under the provisions of 42 U.S.C. Section 9604.
2. If EPA breaches the terms of the Cooperative Agreement, no action for damages or any other form of remedy shall be commenced until the State shall have given EPA sixty (60) days written notice of intent to file suit.

P. Amendments

Any change in this Cooperative Agreement must be agreed to by both parties in writing.

Q. Community Relations Plan

The State will develop a Community Relations Plan which the State will implement. The State's Community Relations Plan will comply with the community relations requirements described in EPA policy and guidance and in the National Contingency Plan (NCP), and a plan approved by the regional community relations coordinator shall be in place before field work begins.

R. Third Parties

1. This Cooperative Agreement is intended to benefit only the State and EPA. It extends no benefit or right to any third party.
2. Neither EPA nor the State assumes any liability to third persons with respect to losses due to bodily injury or property damage resulting in any way from work performed in connection with the SOW, nor does either party waive any right or interest provided by law.
3. The execution of this Cooperative Agreement does not constitute a waiver of EPA's right to bring an action against any person or persons for appropriate relief under any other provisions of CERCLA, SARA or other laws.
4. The execution of this Cooperative Agreement does not constitute a waiver of the State's right to bring an action against any person or persons for appropriate relief under applicable State or Federal law.

S. Enforcement and Cost Recovery

1. Disclaimer of Agency Relationship

Nothing contained in this Cooperative Agreement shall be construed to create, either expressly or by implication, the relationship of agency between EPA and the State. Any standards, procedures or protocols prescribed in this Cooperative Agreement to be followed by the State or its contractors during the performance of its obligations under this Cooperative Agreement are for assurance of the quality of the final product of the actions contemplated by the Cooperative Agreement and do not constitute a right to control the actions of the State. EPA (including its employees and contractors) is not authorized to represent or act on behalf of the State in any matter relating to the subject matter of this Cooperative Agreement, and the State (including its employees and contractors) is not authorized to represent or act on behalf of the EPA in any matter relating to the subject matter of this Cooperative Agreement.

S. Enforcement and Cost Recovery, Continued:

2. Notice of Intent to Settle or to Initiate Proceedings

EPA and the State agree that, with respect to the claims which each may be entitled to assert against any third person (herein referred to as the "responsible party", whether one or more) for response activity at the Site, neither EPA nor the State will commence settlement negotiations with a responsible party except after having given prior written notice to the other party to this Cooperative Agreement in advance of the commencement of settlement negotiations, nor will EPA or the State enter into a settlement with, nor initiate a judicial or administrative proceeding against, a responsible party except after having given notice in writing to the other party to this Cooperative Agreement not less than thirty (30) days in advance of the date of the proposed settlement or commencement of the proposed judicial or administrative proceedings. Neither party to this Cooperative Agreement shall attempt to negotiate on behalf of the other party, and authority to do so is hereby expressly negated and denied.

3. Cooperation and Coordination in Enforcement and Cost Recovery Efforts

EPA and the State agree that they will cooperate and coordinate in efforts to recover their respective costs of response actions taken at the Site, including settlement negotiations and the filing and management of any judicial actions against potentially responsible parties. This shall include coordination in the use of evidence and witnesses available to each in the preparation and presentation of any enforcement or cost recovery action. Any documents or information which may be confidential under the provisions of any applicable Federal or State law or regulation may be withheld notwithstanding the terms of this paragraph.

4. Judicial Action

EPA and the State agree that any judicial action taken pursuant to 42 U.S.C. Section 9601 et seq. by either party against a potentially responsible party for recovery of any sums expended in response actions at the Site shall be filed in the United States District Court for the judicial district in which the Site is located, or in such other judicial district of the United States as may be authorized by 42 U.S.C. Section 9613 and agreed to in writing by the parties to this Agreement.

S. Enforcement and Cost Recovery, Continued:

5. Assumption of Work by Responsible Party

- a. If any responsible party notifies EPA of its willingness to perform in a timely manner (in a timely manner means before the State has issued a solicitation document) any of the activities delineated in the Scope of Work and/or Statement of Work contained in the State's application for this Cooperative Agreement, and any amendments thereto, EPA shall immediately notify the State in writing of that fact. The State shall not draw down funds under its letter of credit for those activities which the responsible party has indicated its willingness to perform and which the State has not issued a solicitation document as of its receipt of such notification from EPA. However, the State may draw down funds for unavoidable costs and costs incurred prior to receipt of EPA's notification. EPA shall provide the State with a detailed work plan prepared by such responsible party identifying the work such party is willing to perform. The State shall have thirty (30) days in which to review and comment on such detailed work plan prior to any EPA approval thereof. If EPA approves such detailed work plan, this Cooperative Agreement will be amended, and the State's letter of credit will be adjusted, to reflect the decrease in cost expected to result from performance of said work plan by said responsible party.
- b. If EPA determines that the responsible party is unable or unwilling to perform any of the activities delineated in the Scope of Work and/or Statement of Work in a manner acceptable to EPA, EPA will promptly so notify the State in writing. Upon receipt of such notification, the State may begin to perform or resume performance of, and draw down funds for, those activities that EPA has determined that the responsible party is unable or unwilling to perform.
- c. Each party recognizes that any agreement it executes with a responsible party pursuant to this paragraph shall not be construed to waive or limit such rights as the other party may have to enter into a different settlement with, initiate a judicial or administrative proceeding against, or assert any claims against said responsible party consistent with such laws, regulations and policies as may apply to the performance of remedial measures at the Site.

T. Quality Assurance

The State shall conduct all quality assurance and quality control activities in accordance with the New Jersey Quality Assurance Program Plan approved by EPA. Upon request, the State shall provide a copy of the quality assurance/quality control plan to EPA. The State shall submit to EPA its schedule for developing a detailed, site-specific quality assurance plan, and shall not begin field work until EPA approves the quality assurance project plan/sampling plan for this Site.

U. Evidence Documentation

The State shall implement EPA's standard protocol for the documentation of evidence pertaining to the Site.

APPENDIX A COMBE FILL SOUTH LANDFILL PROJECT INFORMATION

Site Description

The site is located in Washington and Chester Townships, Morris County, New Jersey comprising Block 37, Lots 15, 16, 16-1 and 16-3 in Washington Township and Block 17, Lot 7, in Chester Township. Since the 1940s, the site was operated as a municipal refuse and a solid waste landfill and was used for the disposal of household and industrial wastes, dead animals, sewage sludge, septic tank wastes, chemicals, and waste oils. The landfill was owned by Chester Hills Inc. from 1948 to 1978 when it was sold to Combe Fill Corporation, a subsidiary of Combustion Equipment Associates. In 1972, Chester Hills, Inc. received a "Certificate of Registration" to operate the site for disposal of non-hazardous municipal and solid wastes. This action marked the first state regulatory control over the landfill operations. From 1978 until landfill operations ceased in November, 1981, the landfill was operated by Compaction Systems. In 1981, Combe Fill Corp. filed for bankruptcy under Chapter 7 of the Bankruptcy Code and was subsequently liquidated. The landfill was placed under the control of a bankruptcy trustee shortly after Combe Fill Corp. filed for bankruptcy, and was abandoned by the trustee in 1986.

Environmental Impact

Soil contamination is evident in the areas where seeps discharge from the landfill. Monitoring of groundwater has indicated elevated levels of organic compounds in both shallow and deep monitor wells and in residential wells. Surface water sampling of Trout Brook and the East Branch of Trout Brook revealed elevated levels of organic and inorganic compounds. Visual signs of contamination of these waters have also been observed.

Status

The Remedial Investigation indicated that both the shallow and deep aquifers flow radially offsite and that the site is the source of groundwater contamination for several residential wells in the vicinity of the landfill. Surface water and air contamination are of lesser concern. The remedial alternatives discussed in the RI/FS were presented to the public. A Record of Decision (ROD) was signed by the EPA Regional Administrator on September 29, 1986. The ROD provided for:

1. An alternate water supply for affected residences.
2. Capping of the 65-acre landfill in accordance with RCRA requirements.
3. An active collection and treatment system for landfill gases.
4. Pumping and on-site treatment of shallow groundwater and leachate, with discharge to Trout Brook.
5. Surface water controls to accommodate seasonal precipitation and storm runoff.
6. Security fencing to restrict site access.
7. Appropriate environmental monitoring to ensure the effectiveness of the remedial action.
8. A supplemental feasibility study to evaluate the need for remediation of the deep aquifer.

At this time, the Remedial Action for the landfill and treatment plant is near substantial completion and is expected to start operation early 1997 (calendar).

The design of the alternate water system has been completed. The solicitation of the water line construction has been placed on hold pending additional monitoring for the aquifer. The State has entered into a contract with the Washington Township Municipal Utilities Authority (WTMUA) to produce a final design for the water system.

Proposed Action

This proposed rebudgeting of funds is to cover anticipated future expenditures for the oversight for Remedial Action (Task IIB) and NJDEP administrative costs for Remedial Action (Task III). These expenditures are related primarily to the requirements covered under Subpart O, \$ 35.6600.

Project Schedule

Remedial construction main site:

Contract award	August, 1992
Begin on-site activities	November, 1992
Substantial completion, begin O & M	March, 1997

Alternate water supply:

Execute contract for final design	December, 1992
Complete final design	May, 1995
Start Additional Monitoring	May, 1995
Award construction contract	On Hold

**APPENDIX B
STATEMENT OF WORK
COMBE FILL SOUTH LANDFILL
WASHINGTON AND CHESTER TOWNSHIPS
MORRIS COUNTY, NEW JERSEY**

The objective of the proposed project is the design and construction of the Selected Remedy.

The New Jersey Department of Environmental Protection (NJDEP), pursuant to the 1983 Cooperative Agreement and subsequent amendments has performed Task I (RI/FS) and is performing Task IIA (Design of Selected Remedial Action), Task IIB (Implementation of Selected Remedial Action) and Task III (State Administrative Service). The tasks will be performed either directly or through approved contractors.

The United States Environmental Protection Agency (USEPA) Project Officer will:

- Assist NJDEP in procurement activities.
- Assist NJDEP and its contractor (s) in performing its community relations activities, including attending public meetings.
- Attend periodic progress/information meetings as necessary.
- Approve all contractual documents that may be initiated by NJDEP and/or its contractor(s) in the performance of the tasks hereunder.
- Review such documents in the assigned time periods.
- Receive and review all progress reports, assuring that schedules are being maintained and manpower and costs estimates are consistent with the proposal.

All costs, direct and indirect, incurred by USEPA as a result of the performances by its Project Officer of the tasks listed above shall be borne by the USEPA.

Work covered under the Cooperative Agreement as hereby amended includes all labor, materials and equipment necessary to complete the following tasks:

Task I: Remedial Investigation/ Feasibility Study

This task has been completed.

Task IIA: Remedial Design

Detailed Design of the Selected Remedial action listed in the Record of Decision. A detailed Scope of Work is given in Attachment "A" hereto.

Design of all portions of the Selected Remedial Action at an estimated cost of \$4,056,473.

Task IIB: Remedial Construction

The contract for the main site was awarded in 1992 and is currently proceeding. The solicitation of the water line construction will be placed on hold pending additional monitoring for the aquifer. Implementation of the Selected Remedial Action is as listed in the Record of Decision. A detailed Scope of Work is given in Attachment "A" hereto. Budgeted cost for this phase is \$51,707,866.

Task III: State Administrative Service

This task represents the work that will be performed in fulfilling the responsibilities designated to the State under the Cooperative Agreement. This shall include:

A. Procurement

The NJDEP will procure one or more contractors or subgrantees as necessary to perform the work described herein.

B. Project Management

(1) NJDEP will manage the project consistent with the Scope of Work described in the approved proposal. This Scope of Work will include work milestones, man-hour requirements, and project schedules consistent with the Scope of Work included in the Request for Proposals.

(2) NJDEP will select a Project Officer, Edward Putnam, Assistant Director, Division of Publicly Funded Site Remediation, who will oversee the project development and quality control, be capable of making long-term decisions, and ensure that the contractor meets all schedule milestones. The Project Officer will coordinate the review of all documents at NJDEP and will transmit all pertinent correspondence, reports, and documents to the USEPA Project Officer for concurrent review.

The State Project Officer will arrange joint progress meetings on a regular basis and/or other times as necessary and comments from USEPA and NJDEP will be incorporated into the final reports.

C. **Community Relations** - The State will implement a Community Relations Plan as developed jointly by NJDEP and EPA.

D. **Site Signage** - The signs required for this action are currently existing and in good condition.

E. **QA Plan**: - CFS is currently in the RA phase. Any work performed under the continuing RD for the waterline will be conducted consistent with the QA Plan previously approved.

The estimated cost for Task III has been included in the Tasks I, IIA and IIB costs. The Assistance Funding Order for this amendment outlines the estimated cost for Task III in the Tasks I, IIA and IIB.

**ATTACHMENT A
SCOPE OF WORK
COMBE FILL SOUTH LANDFILL**

The work previously included comprised the following major activities:

Task I Remedial Investigation and Feasibility study:

- This has been completed.

Task IIA Design of the Selected Remedial Action described under Task IIB below.

Task IIB Implementation of the following portions of the selected Remedial Action:

- Capping of the 65-acre landfill in accordance with Resource Conservation and Recovery Act requirements.
- An active collection and treatment system for landfill gases.
- Pumping and on-site treatment of shallow ground water and leachate, with discharge to Trout Brook.
- Surface water controls to accommodate seasonal precipitation and storm runoff.
- Security fencing to restrict site access.
- Appropriate environmental monitoring to ensure the effectiveness of the remedial action.
- An alternate water supply for affected residences.

The work included in this Cooperative Agreement Amendment:

- **Claims Settlement and Defense** - The administrative and technical resources necessary to review the merits of Contractor claims and to negotiate or defend the State's position regarding claims resulting from the execution of the SOW for IIB (above). The costs to be incurred may be associated but not limited to legal, technical and administrative functions.



State of New Jersey

DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF LAW

RICHARD J. HUGHES JUSTICE COMPLEX

25 MARKET STREET

CN 093

TRENTON, NJ 08625-0093

E-Mail: engelric@law.dol.lps.state.nj.us

CHRISTINE TODD WHITMAN
Governor

PETER VERNIERO
Attorney General

JAYNEE LAVECCHIA
*Assistant Attorney General
Director*

(609) 984-4863

October 28, 1996

United States Environmental Protection Agency
Assistant Administrator
Solid Waste & Emergency Response
401 M Street, S.W.
Washington, D.C. 20640

Re: Combe Fill South Landfill
Site Cooperative Agreement

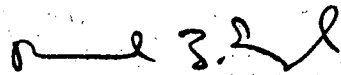
Dear Assistant Administrator:

It is the opinion of the Office of the Attorney General that pursuant to N.J.S.A. 13:1D-1 et seq. and N.J.S.A. 58:10-23.11 et seq., the New Jersey Department of Environmental Protection (NJDEP) has authority to enter into and carry out its obligations under the proposed Superfund Cooperative Agreement with the United States Environmental Protection Agency (USEPA), the form of which is annexed hereto. More specifically, N.J.S.A. 13:1D-9 gives the NJDEP authority to enter into a Superfund Cooperative Agreement with USEPA for the purpose of protecting the environment and preventing pollution. Additionally, N.J.S.A. 58:10-23.11f empowers NJDEP to remove or arrange for the removal of a discharge of a hazardous substance.

This letter is not intended to bind the State in any way unless and until the annexed form of Superfund Cooperative Agreement is executed by both parties.

Sincerely yours,

PETER VERNIERO
ATTORNEY GENERAL OF NEW JERSEY

By: 
Richard F. Engel
Deputy Attorney General

Appendix C